



PASADENA UNIFIED SCHOOL DISTRICT

Procurement & Contracts

351 South Hudson Avenue

Pasadena, CA 91109

REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P)

No. 07-21/22

Materials Testing Services

NOVEMBER 23, 2021

PASADENA UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS/PROPOSAL
FOR
MATERIALS TESTING SERVICES

RFQ/P No. 07-21/22

IMPORTANT INITIAL INFORMATION

TIMELINE:

Release of RFQ/P:	11/23/2021
RFQ/P Questions/Clarifications Due On:	12/10/2021
Addenda Issue Date:	12/14/2021
SOQ Due Date/Time:	12/17/2021 at 3:00PM
Announcement of Short List:	12/28/2021
Interview/Presentation to Selection Committee:	1/14/2022
Board of Education Approval:	1/27/2022

SUBMISSION:

Response to RFQ/P are due at the PUSD Procurement Office located at:

PASADENA UNIFIED SCHOOL DISTRICT
Ilene Mehrez, Procurement & Contracts Supervisor
351 So. Hudson Avenue, Room 102
Pasadena, CA. 91101

Materials Testing Services
Ref.: RFQ/P No. 07-21/22

1. **INTRODUCTION**

The PASADENA UNIFIED SCHOOL DISTRICT (PUSD or the “DISTRICT”) is soliciting a Statement of Qualifications (SOQ) from qualified Materials Testing Services Firms (the “CONSULTANT”) to provide Materials Testing Services to ensure compliance with applicable codes, plans, specifications, and quality control required of an educational facility. The Materials Testing Services are funded by bond monies from Measure O Program that was passed and approved by the Pasadena City voters in November 2020.

2. **BACKGROUND**

The PASADENA UNIFIED SCHOOL DISTRICT is comprised of twenty-three (23) schools (a complete list can be found here: <https://www.pusd.us/Domain/1222>) in the region drawing from several neighborhoods located in the Cities of Pasadena and Sierra Madre and the Los Angeles County area of Altadena. The schools and educational support programs serve approximately 17, 000 students.

In November 2020, taxpayers of the DISTRICT passed a \$516,300,000 bond measure to upgrade schools to improve equitable access to technology, attract/retain quality teachers by repairing deteriorating classrooms, bathrooms, roofs, science labs; remove hazardous materials; provide safe drinking water; construct and repair sites, facilities, and equipment. A list of Measure O projects can be found here: <https://www.pusd.us/Page/8778>

3. **OBJECTIVE**

The objective of this RFQ is to obtain information that will enable the DISTRICT to pre-qualify a limited number of full- service CONSULTANT(s) that can assist the District in connection with material testing services as the District may, from time to time, require, in connection with various facilities improvement projects on an on-going basis, without the need to pre-qualify Consultants for each project. The District will allocate work to Consultants without having to request and evaluate additional information as to the Consultant’s qualifications. Pre-Qualified Consultants are in no way guaranteed to receive any work from the District; however, it is the District’s intent to look primarily to the pool of Pre-Qualified Consultants when choosing a Consultant to perform material testing and inspection services for various improvement projects for the District.

The District is currently engaged in planning numerous construction projects over the next several years as well as other facility improvement projects. The District seeks motivated firms with a record of excellence in construction special inspection and materials testing services for K-12 projects. Local and minority firms are encouraged to apply.

4. **DISTRICT GUIDELINES AND EXPECTATIONS**

Upon the DISTRICT’S official selection of the CONSULTANT, the DISTRICT will enter into contract negotiations with the CONSULTANT. The CONSULTANT will become part of the DISTRICT’s team. The CONSULTANT must prepare and submit a proposal for the performance of such work for the DISTRICT’S review. Following the DISTRICT’S review, the DISTRICT may, at its sole discretion, issue a contract for the DSA Inspection Services and issue a Notice to Proceed (NTP) authorizing the CONSULTANT to perform work as described in the contract. Subject only to the provisions of said contract, the CONSULTANT shall immediately proceed to perform work in accordance with any such NTP and all terms and conditions of said contract, including the fee schedule which will also be derived from the Request for Qualifications (“RFQ”) process. Upon the execution of the contract between the DISTRICT and the CONSULTANT, the CONSULTANT must coordinate the scope of services directly with the Director of Facilities, the Bond Program Manager, Architect of Record (“AOR”), Structural Engineer of Record (“EOR”), DSA Inspector and the Executive Architect.

This RFQ/P includes the Selection Process – RFQ Schedule, Qualification Submittal Requirements, and the DISTRICT’S Sample for Professional Services Agreement.

Statement of Qualifications Submittal Deadline for Full Consideration:

The deadline to submit a SOQ is **December 17, 2021 at 3:00PM**. The DISTRICT will not receive late SOQs.

Requests for Clarification

All requests for clarification or interpretation, either administrative or technical, must be submitted by **December 10, 2021 at 3:00PM** via e-mail to Ilene Mehrez at mehrez.ilene@pusd.us, Procurement & Contracts Supervisor and Leonard Hernandez at hernandez.leonard@pusd.us, Director of Facilities. A copy of the request for clarification or interpretation should be sent to Teo Sierra, Bond Program Manager at spo-sierrat@pusd.us,

The DISTRICT shall distribute its **responses to requests for clarification** or interpretation by posting them on its website at <http://www.PUSD.us/Facilities> by **December 14, 2021**.

5. NO PRE-REPORT COMMUNICATION

In order to ensure the integrity of the procurement process and prevent undue influence prior to contract award, the DISTRICT will employ the following rules for post-submission communication. Except for questions submitted prior to the proposal due date and inquires made to the DISTRICT’s Ethics Department, all communications regarding this RFQ/P between potential Proposer(s) and any DISTRICT officials, personnel, or consultants engaged by the DISTRICT shall be addressed only to the contact person identified in the RFQ/P. At no time PRIOR to the DISTRICT’s public posting of the Board Report shall Proposer(s) contact DISTRICT officials, personnel, or consultants regarding this RFQ/P or any contract(s) to be awarded in response hereto. Violations of these protocols may subject Proposer(s) to penalties up to and including disqualification and/or rejection of bid.

Moreover, all Proposer(s) must comply with DISTRICT Board Policy 3317, Ethics Standards for Contact Between Contractors, Vendors, and Consultants, and Board Members or Employees,

available at <https://www.pusd.us/Page/646>. Proposer(s) not in compliance with Board Policy 3317 and the Ethics Standards may be subject penalties up to and including disqualification and/or rejection of bid.

6. SCOPE OF SERVICES

- A. Perform the services for Material Testing and Special Inspectors in accordance with Title 24, California Code of Regulations and Instructions on Division of the State Architect, Structural Tests and Inspections form DSA 103 (as provided for each project) and the conditions included in this scope of work.

- B. Special Inspections and Materials Testing: Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All laboratory testing shall be accomplished in a DSA approved laboratory. The Special Inspection and Materials Testing firm shall have the professional qualifications and equipment to perform, evaluate and report the results of all tests and inspections required for the Construction Special Inspection and Materials Testing of the contract, including but not limited to the following:
 - a. Special Inspection and Materials Testing
 - i. Earth work/soils inspection
 - ii. Asphaltic concrete plant inspection
 - iii. Asphaltic concrete placement inspection
 - iv. Concrete reinforcement placement inspection
 - v. Concrete reinforcement welding inspection
 - vi. Batch plant inspection
 - vii. Concrete placement inspection
 - viii. Drilled caissons
 - ix. Structural steel fabrication inspection at plant
 - x. Steel assembly/ erection inspection
 - xi. Welding inspection
 - xii. Structural steel fireproofing
 - xiii. Glued Laminated Beams – inspection at plant
 - xiv. Mill verification
 - xv. Decking
 - xvi. Stair railing systems
 - xvii. All ultrasonic testing, when required, shall be performed by inspectors with at least a UT Level certificate.

 - b. Material Testing and Sampling Services
 - i. Soil, Aggregate and Asphalt
 - ii. Maximum Dry Density
 - iii. Expansion Index
 - iv. R value
 - v. San Equivalent
 - vi. Sieve Analysis
 - vii. Hveem stability
 - viii. Asphalt Extraction
 - ix. Hardness and Abrasion

- x. Sampling
 - c. Concrete
 - i. Cylinder compression strength
 - ii. Anchor pull out
 - iii. Core extraction
 - iv. Slump
 - v. Air testing
 - vi. Concrete cylinder sampling/ fabrication
 - d. Reinforcing Steel
 - i. Tensile strength
 - ii. Bend test
 - iii. Sample and tag specimens
 - e. Masonry
 - i. Grouted prism
 - ii. Mortar compression
 - iii. Grout compression
 - iv. Anchor pull out
 - f. Masonry Block Conformance Testing
 - i. Block compression
 - ii. Block measurement
 - iii. Block moisture/ absorption
 - iv. Shrinkage
 - v. Effloresce
 - g. Structural Steel
 - i. Bolt and washer hardness
 - ii. Fireproofing Density
 - iii. Bolt/ bend/ tensile
2. Testing shall be performed in accordance with ASTM test The Special Inspection and Material Testing Services firm shall be certified by DSA (Division of the State Architect) for Special Inspectors and Testing Lab Facilities.
 3. The firm shall be required to commit one (1) project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated Inspector of Record ("IOR") and Bond Program Manager.
 4. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.
 5. The selected firm shall maintain on staff at least one full-time Civil Engineer registered in the State of California.

6. All personnel intended to work on the project shall be approved by the District prior to working on the project.
7. Respond to the Project material and Special Inspectors scheduling and coordination for Special Inspections and Sampling Testing Services. Provide sufficient copies to the Project Inspector. Distribution shall include the construction contractor, the project architect, DSA, the District and the Bond Program Manager.
8. Provide reports of all testing services performed to the District, IOR and the Bond Program Manager in hard copy.
9. Provide a hard copy of each testing service report directly to the District and Bond Program Manager upon submittal of Invoice, for the period invoiced.
10. Prepare for Issuance to the construction contractor, as required, written Notices of Non-Compliance using appropriate forms.
 - a. The forms shall be completed and provided to the Project Inspector of Record.
 - b. The Notices of Non-Compliance or Deviations shall be completed and provided to the Project Inspector of Record. Provide electronic records when requested by the District and Bond Program Manager. Entries will be made by Project Inspector staff into the District.
11. Consultant's Special Inspector and Testing staff will provide all the required testing "tools of the trade".
12. Special Inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the Project Inspector.
13. Testing and inspection agency employees shall follow all safety rules and regulations and plans of the Project.

7. EVALUATION PROCESS AND BASIS OF SELECTION

Proposals will be evaluated in terms of the ability to meet the parameters as set forth in this RFQ/P. At the District's discretion, firms considered by the District to be most qualified may be invited for interview. Presentations by selected firms must be made by the same project team personnel who will be assigned to projects:

- Qualifications, demonstrated competence, and related experience of the firm and its team members
- Staff hourly rates and Fee Schedule
- Proposer's overall responsiveness to the RFQ/P
- Understanding of the District's educational goals, objectives, and management methods

- Proposed Services, plan and methods for the completion of the District's projects
- Training and experience of key personnel
- Staff capacity, depth, and workload
- Reliability and continuity of the firm
- Ability to meet budgets and timelines established by the District
- References
- Firm location
- Sample of work products

8. INTERVIEWS

The District may or may not intend to conduct interviews. In the event the District asks your firm to attend an interview, it is mandatory that the proposed primary contact and a principal of the firm with the authority to enter into binding contracts with the District attend the interview along with the proposed project key team members. Failure to present the proposed team members at any interview requested by the District may result in the disqualification of your firm

9. FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an Agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm submitting an proposal for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ/P in response to this RFQ/P, including any supporting materials. There is no guarantee that the firms selected will receive any work.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful proposing services company will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm.

The Respondent's SOQ/P package, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

The District hereby notifies all respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFQ and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability on consideration for the award.

10. DISQUALIFICATION

Contact between a proposing firm or a sub-consultant's firm and any member of the District staff or Board of Education regarding this RQFP process may result in disqualification of the subject firm from selection.

A firm will be selected on the basis of information provided in the Response and the results of the District's interview of the firm. Upon selection of a firm, the District will endeavor to negotiate a mutually agreeable professional services agreement with the selected firm. In the event that the District is unable to reach an agreement, the District will proceed, at its sole discretion, to negotiate with the next highest rated firm as identified by the District

11. INSTRUCTIONS TO PROPOSERS

Experienced CONSULTANTS interested in being considered for the inclusion in this selection must submit a Statement of Qualification and Price Proposal as set forth in this Request for Qualifications/Proposal; (RFQ/P), which defines the services sought by the District and generally outlines the requirements of this submittal. The firm selected will be based on qualifications and the right fit for the District.

The RFQ/P shall be limited to TWENTY (20) single-sided 8 ½" x 11" pages. A letter of introduction, section dividers, and detailed resumes maximum of four (4) and the sample work products of item six (6) below are not included in this limit. Submittals must be clearly marked with the following information:

- a) Legal Name of the Company responding to this RFQ/P
- b) Title: **"Pasadena Unified School District Materials Testing Consulting Services - Statement of Qualification RFQ/P No. 07-21/22"**

12. PROPOSAL REQUIREMENTS

The CONSULTANT must provide one (1) digital copy of the SOQ (.PDF format), one (1) un-bound original copy of the SOQ and five (5) hard bound copies.

The proposal shall include the following:

- 1) **Title Page** - Firm name, address, telephone, fax and email address. Also, name of point of contact.
- 2) **Section 1** - Provide a company profile describing years in business, expertise, professional outreach organizations, certification, office locations, and number of staff in each location. Priority will be given to firms located within the City of Pasadena.
- 3) **Section 2** - List the key individual(s) who will be involved in the Scope of Services for Pasadena Unified School District. The contract may require that this individual be committed to the project full time. List the relevant experience of the management and supporting staff, including detailed resumes of each proposed staff. Provide an org chart listing all the key individuals proposed for this RFQ/P.
- 4) **Section 3** - Provide project and professional references and experience within the last five (5) years. In this section you must provide five (5) similar projects or clients (preferable K-12 school districts in CA) that the firm has completed. The District is requiring the proposed firms to have relevant experience in modernization and improvements of existing facilities and K-12 public schools. Please include the following information when providing the list of similar projects:
 - Project Name and location
 - District's Name, address, contact person, email address and phone number
 - Completion date
 - Cost of materials testing services
 - Project description and relevant comments (DSA A#)
- 5) **Section 4** - Provide a "Pricing Table" listing ALL the materials testing services your firm currently provides; at a minimum, list the material testing services requested in this RFQ/P. The District does not reimburse for fuel, mileage, per diem and other related expenses (**Required Bid Form D**)
- 6) **Section 5** - Additional Information and Comments – Include any other information that your firm feels is pertinent but not specifically asked for herein. The pages included in this section do not count towards the page limit of this RFQ/P.
- 7) **Section 6 – Required Bid Forms (Bid Form A, B and C)**
- 8) **Signature Page** – Indicate that the information provided will be valid for a period of at least at least six (6) months, apply signature of the person responsible for the proposal and a statement that said person has the authority to execute the contract.

13. DISTRICT'S RIGHTS

The District has the right to hire more than one firm, delay the selection process, withdraw the RFQ, cancel the project, or proceed with the project without the firm/individual. The District does not guarantee any work on all or any specific projects. The District is not committed to negotiate a contract with any firm or individual.

The District reserves the right to reject any or all qualification packages without indicating the reason for such rejection. The proposer's qualification package, and any other supporting materials submitted to the District in response to the request, will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This request does not commit the District to pay any costs in the preparation or presentation of a submittal. The District shall also not be responsible for any costs the firm or individual may incur in the preparation or attendance of the RFQ interview and selection process.

14. BID PROTEST PROCEDURE

Any bid protest by any bidder must be submitted in writing before 5:00 p.m. of the third business day following the date of bid opening to Ilene Mehrez, Procurement & Contracts Supervisor at mehrez.ilene@pusd.us. After bid opening, bid results, Designation of Subcontractor list(s), and other bid documents must be requested in writing, via email, from Ilene Mehrez, Procurement & Contracts Supervisor (mehrez.ilene@pusd.us) before 5:00 p.m. of the third business day following date of bid opening.

a. Submission of Bid Protest: The protest shall specify the reasons and facts upon which the protest is based. The protest must refer to the specific portions of all documents that form the bases for the protest. A protesting bidder must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, and must timely pursue the bidder's own protest. Any protesting bidder must include the name, address, and telephone number of the person representing the protesting party. Any protesting bidder must provide an e-mail address. By filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

b. Resolution of Bid Controversy: The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the DISTRICT no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders

who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest. If deemed appropriate by the DISTRICT, an informal hearing will be held. DISTRICT will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the DISTRICT's reasonable control prevent such resolution. The Decision on the Bid Protest will state the reasons for the actions taken by DISTRICT and will be copied to all parties involved in the protest.

c. Appeal: If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the decision, the matter may be appealed to Leslie Barnes, Chief Finance & Operations Officer, or designee, within three (3) calendar days after receipt of the DISTRICT's written Decision on the Bid Protest. The appeal must be in writing and sent via overnight registered mail and email with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Ref.: RFQ/P No. 07-21/22
Pasadena Unified School DISTRICT
Department of Business Services
351 S. Hudson Ave,
Pasadena, CA 91109

The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

END OF THE RFQ/P

Exhibit A – Sample Professional Services Agreement
RFP #07-20/21
PASADENA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SERVICES
SAMPLE

I. PARTIES

This Agreement for _____ (the “Agreement”) is made this day of _____, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and _____ (hereinafter referred to as “Contractor”).

DISTRICT hereby engages Contractor to render described services under the terms and conditions of this agreement.

II. PERFORMANCE OF SERVICES

Contractor agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the _____ necessary for the performance of the services. Scope of Services Section of the **RFQ/P** is attached hereto solely for the purpose of defining the scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P** that adds to, varies or conflicts with the terms of this Agreement is null and void.

III. COMPENSATION

The DISTRICT hereby agrees to pay Contractor for the performance of services [compensation based upon time and materials and the attached fee schedule set forth in Bid Form D] on a per project basis. In no event shall Contractor’s compensation exceed _____ Dollars (\$ _____). Contractor shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Contractor shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Contractor begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

IV. TERMS AND CONDITIONS

The term of this Agreement shall be for _____, commencing _____, through _____. For the period _____ through _____, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on Bid Form D. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III above.

This Agreement may be renewed, at the option of the DISTRICT, for up to - _____ terms.

V. DOCUMENTATION; RETENTION OF MATERIALS

Contractor shall maintain adequate documentation to substantiate all charges.

- a. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Contractor shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

VI. INDEMNITY

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement; and

- b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor or the DISTRICT, or any person, CONSULTANT or corporation employed by the Contractor or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

- c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, CONSULTANT or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Contractor in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- d. The Contractor, at its own expense, cost, and risk, shall defend and pay all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

VII. INSURANCE

Contractor shall procure and maintain from the Start Date until final payment is made to the Contractor, and shall require all subcontractors to so procure and maintain for all periods during which such subcontractors are performing any portion of the Work, the insurance described below in the coverage amounts described below.

Lack of insurance coverage does not negate the Contractor's obligations under this contract.

- a. Minimum insurance coverage amounts:
 - 1. General Liability Insurance with a combined single limit of no less than

\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.

**Pasadena USD, its agents and officers, must be named as an additional insured.*

2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than

\$1,000,000 per accident.

**Pasadena USD, its agents and officers, must be named as an additional insured.*

3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/

\$2,000,000 aggregate.

**Pasadena USD, its agents and officers, must be named as an additional insured*

4. Workers Compensation – Statutory Limits, waiver of subrogation required.

5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/

\$2,000,000

aggregate.

**Pasadena USD, its agents and officers, must be named as an additional insured*

- b. All insurance coverage amounts specified above shall be Project-specific to this particular Work, and all such insurance shall cover only risks relating to or arising out of the Project and the Work. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of other work contracted for or being performed by Contractor.
- c. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, the DISTRICT may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, DISTRICT may deduct from sums due to the Contractor any premium costs advanced by the DISTRICT for such insurance.
- d. Acceptability of Insurers, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the DISTRICT.

- e. Verification of Coverage, Contractor shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms that conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences.
- f. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VIII. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute discretion. Contractor agrees that the DISTRICT shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

IX. TERMINATION

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Contractor. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Contractor shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Contractor for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Contractor.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If DISTRICT materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate
- iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
- iv. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
- v. Contractor shall promptly deliver to DISTRICT possession all proprietary information.

x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written notice to the other party as provided herein.

To the CONTRACTOR:

Name:			
Company:			
Address:			
Telephone:		Fax:	

To the DISTRICT:

Name:	Ilene Mehrez, Supervisor, Procurement & Contracts
	Pasadena Unified School DISTRICT

Address:	351 S. Hudson Ave., Room 102
	Pasadena, CA 91109
Telephone:	626-396-3600, X: 88503

XI. INDEPENDENT CONTRACTOR

- a. It is understood and agreed that Contractor (including Contractor’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor’s assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Contractor’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

- b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor’s obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor’s sole discretion based on the Contractor’s determination that such use will promote Contractor’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Contractor use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of

employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-

2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

XII. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

XIII. SUCCESSORS AND ASSIGNS

DISTRICT and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

XIV. TIME OF PERFORMANCE

Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

IN WITNESS WHEREOF, this General Contract has been duly executed by the above named parties, on the day and year first above written.

**DISTRICT:
PASADENA UNIFIED SCHOOL DISTRICT**

Signature Dr. Leslie Barnes Chief Finance & Operations Officer	Date
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**CONTRACTOR:
*CONTRACTOR NAME***

Printed Name	Title
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Signature	Date
------------------	-------------

Authorized Officers or Agents

(CORPORATE SEAL

GENERAL TERMS AND CONDITIONS

1. PROPOSAL ACCEPTANCE.

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

2. CONTRACT RENEWAL

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

3. EXECUTION OF THE CONTRACT

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

4. FAILURE TO EXECUTE THE PROPOSER

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

5. PERFORMANCE FAILURE

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

6. TERMINATION OF CONTRACT

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

7. CONTRACT CHANGES.

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

8. INVENTORY OF VEHICLES

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

9. PROPOSER PERSONNEL

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

10. CONFIDENTIALITY

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information or old route sheets shall be shredded.

11. INDEMNIFICATION

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

12. INSURANCE REQUIREMENTS

Refer to the insurance requirements in the original RFQ/P.

13. ANTI-DISCRIMINATION.

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing

contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

14. GOVERNING LAW.

This contract shall be governed by and construed in accordance with the laws of the State of California.

15. ATTORNEYS' FEES.

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

16. NO ORAL MODIFICATION.

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

BID FORM A

Company/Contact Information

This form is required to be submitted with your SOQ

TO: **PASADENA UNIFIED SCHOOL DISTRICT**, a California Unified School DISTRICT,
acting by and through its Board of Education ("DISTRICT"), 351 South Hudson Ave.,
Pasadena, CA 91109

FROM:

Name of Company

Address

City, State, Zip Code

Phone

Fax

Email

Authorized Signature/Print Name

Name(s) of Bidder's Authorized Representative(s) & Title

Date

BID FORM B

Certification

This form is required to be submitted with your SOQ

I certify that I have read **Request for Qualifications/Proposal #07-21/22** and the instructions for submitting an RFP. I further certify that I must submit CONSULTANT's proposal in response to this request via email and that I am authorized to commit the CONSULTANT to the proposal submitted.

In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the DISTRICT, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda. **Addenda Nos. _____, _____, _____, _____ received, acknowledged and incorporated into this Bid Proposal.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:

BID FORM C

Non-Collusion Affidavit

This form is required to be submitted with your SOQ

STATE OF CALIFORNIA, COUNTY OF _____

I _____, being first duly sworn, deposes
and says that I (Typed or Printed Name)

am the _____ of _____, the
(Title) (Bidder Name)
party submitting the foregoing Bid Proposal (the “Bidder”). In connection with the foregoing
Bid Proposal, the undersigned declares, states and certifies that:

The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

The Bid Proposal is genuine and not collusive or sham.

The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the Bid Proposal and related documents are true.

The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Address

Name (Typed or Printed)/Title

City, County and State

Phone Number

Email Address

BID FORM D

Hourly rates and Pricing Sheet

This form is required to be submitted with your SOQ